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DEFINITION OF "HONESTY."—In *State v. Snover* (N. J.), 43 Atl. 1059, defendant was indicted for rape upon a female under the age of consent. The defendant offered to prove his reputation for "morality, virtue and honesty in living," but the evidence was rejected as immaterial. On appeal this was held to be error, and Garrison, J., in the course of his opinion, thus traces the meaning of the word "honesty":

"The contention of the State was that the question put to the defendant's witness went outside of the issue, in that it called for his reputation for 'honesty in living,' which, it was argued, referred only to financial probity, hence was not germane to an issue that turned upon sexual laxity.

"This distinction, which is not suggested by the objection, is not well founded in fact. The word 'honesty,' from the Latin '*honestus*,' is essentially a word that takes its meaning from its context. Primarily it means 'suitable,' 'becoming' or 'decent'—meanings that obviously lend themselves to divers contexts. In moneyed transactions it means financial integrity; in affairs of State it means loyalty; in matters of friendship it means steadfastness; and so on. In sexual relations it imports chastity. This is an accepted signification.

"In Webst. Int. Dict. it is said to mean 'chastity, modesty.'

"As early as 1385 Chaucer so used it, saying:

"Why lyked me thy yellow heer to see
More than the boundes of myn honestie?"

"In 1621, Burton, in the *Anatomy of Melancholy*, wrote: 'It was commonly practiced in Diana's Temple for women to go barefoot over hot coals to try their honesties.'

"Shakespeare constantly so used it; notably in the phrase: 'Wives may be merry, and yet honest too.' *Merry Wives*, IV, 2.

"In 1661, Pepys, in the *Diary* of August 11th, gives it in this sense.

"In 1711, Steele, in the *Spectator*, No. 118, par. 2, says: 'The maid is honest, and the man dares not be otherwise.'

"In Fletcher and Rowley's *Maid of the Mill* it is said: 'Her honesty was all her dower.'

"In 1749, Fielding, in *Tom Jones*, XV, VIII, writes: 'Miss Nancy was, in vulgar language, soon made an honest woman.'

"And Scott, in *St. Ronan's Well*, ch. 25, gives it a like meaning.

"The only conclusion from these citations is that common usage has given to the word 'honesty' the meaning of sexual propriety when the context so requires. In the question put to the witness, the expression 'honesty in living' was directly coupled with 'morality and virtue.'"

BANKS AND BANKING—CERTIFICATE OF DEPOSIT—STATUTE OF LIMITATIONS. Defendant bank issued to the plaintiff a certificate of deposit in the usual form, payable to the depositor or his order "on the return of this certificate properly indorsed." Upon presentation, the period of limitation having elapsed—reckoning from the date of issue—payment was refused. In an action to enforce payment, it was *Held*, That the rule that a debt payable "on demand" is due at once, does not apply, and the statute of limitations did not begin to run until actual demand made. *Hillsinger v. Georgia Railroad Bank* (Ga.), 33 S. E. 985.

"The real inquiry" said Lumpkin, P. J., "is, what construction should be

placed upon the words 'on return of this certificate properly indorsed'? We think their plain meaning is that the paper itself must be brought back to the bank, and a demand made for the money, and we know this view concurs with the common course of business in such matters. It is not contemplated, when a depositor places money in a bank and takes a certificate of this character, that the officials of the bank are to seek him out and make payment to him, but that he, or his indorsee, when payment is desired, will bring the certificate to the bank and ask for the money. In this connection, see 1 Morse, Banks, sec. 301.

"Our own case of *Lynch v. Goldsmith*, 64 Ga. 42, is not in conflict with what is here ruled. There the certificate was payable, with interest, 'on call'; and the court held it was, 'in effect, a negotiable promissory note, payable generally on demand, and due immediately.' This conclusion was doubtless reached upon the idea that the words 'on call' were the exact equivalent of the words 'on demand.' It seems, however, that Bleckley, J., by whom the opinion in that case was delivered, was not entirely satisfied as to the correctness of the judgment, for, on pages 50, 51, he said: 'Having spoken thus far for the court, candor obliges me to add that since the decision was pronounced the following line of reflection has occurred to me: What is a certificate of general deposit issued by a bank? Is it not an acknowledgment of the bank that it has received a loan of money from the depositor, coupled with a promise implied, if none be expressed, that it will repay the loan at the bank upon actual demand or call, if no particular time or place be specified? Does not the known course of business require this construction, and does not the nature of the transaction suggest it? If these questions be answered in the affirmative, there is no dishonor of the certificate until after actual demand at the bank, and consequently not until after such demand is the paper overdue.'

"The language just quoted is peculiarly pertinent to the question now before us, and, moreover, the distinction between that case and the present one is clear and well marked. The requirement in the certificate for its 'return' means something more than is indicated by the words 'on call.' A call for payment could be made by a written notice sent to the bank, or otherwise, in which event it might be incumbent upon the bank to seek out the creditor and pay him his money. But if he must return the certificate, as a condition precedent to his right to demand payment thereof, it seems to follow inevitably that the instrument is not to be considered due until, in compliance with this essential prerequisite, the paper is actually returned, and payment requested over the bank's counter."

This view is sustained by Mr. Daniel, though he observes that there is respectable authority for the position that such certificates are payable on demand, and the period of limitations is to be reckoned from their date. 2 Daniel Neg. Inst. (4th ed.), 1707, 1707a.